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*Debtor and Debtor-in Possession*

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In re:	:	UNITED STATES BANKRUPTCY COURT
	:	FOR THE DISTRICT OF NEW JERSEY
TIN MAN SNACKS, LLC,	:	
	:	Chapter 11
	:	
Debtor-in-Possession.	:	
	:	Case No. 13-25626 (KCF)
	:	

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**CERTIFICATION OF JOE GLUSAK IN FURTHER SUPPORT OF THE DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE SALE OF CERTAIN ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; AND (II) GRANTING RELATED RELIEF**

**JOE GLUSAK**, of full age, being duly sworn according to law, upon his oath,

Certifies as follows:

1. I am a member of Tin Man Snacks, LLC, the within debtor and debtor-in-possession (the "Debtor"). I responsible for running the Debtor's production facility located in Hobart, Indiana and have worked in the food production industry for 20 years. I am fully familiar with the facts set forth herein and as set forth the Debtor's Application For Entry Of An Order (I) Authorizing The Sale Of Certain Assets Free And Clear Of All Liens, Claims, Interests and Encumbrances; and (II) Granting Related Relief (the "Application"), filed with the Court on August 23, 2013 and am duly authorized to make this Certification on the Debtor's behalf. The

facts and information contained in the Debtor's Verified Application [Dkt No.:57-1] are accurate and true.<sup>1</sup>

2. In order to elaborate on the statements contained in the Verified Application, the Debtor has, since July 17, 2013 (the "Petition Date") and prior, made reasonable efforts and inquiry to third-parties other than PrintJet and Specialty Food Group ("SFG") about a sale of surplus equipment, inventory and packaging goods. The Debtor received an offer from SFG to purchase packaging materials for \$38,245.28 on an "as-is where is" basis. The packaging materials that we are seeking authority to sell to SFG are 50% private label packaging (it has the customers' name printed on it, i.e., Safeway, Smart and Final) and 50% generic packaging. As for the private label packaging, it only has value to the person that is going to run the packaging for the specific customer. In that regard, the private label packaging materials that are being sold to SFG will have scrap value unless someone is running the product for the retailers whose name is printed on the packaging. The sales combination being sold to SFG was the only way to dispose of the private label packaging for value.

3. The Debtor also received an agreement from PrintJet to purchase print jets and coders for \$25,978.93 on an "as-is where is" basis. As for the Maple Jet coders, PrintJet is agreeing to pay us exactly what the manufacturer is paying to it, for a refund (which is nearly \$16,000 of the proposed purchase price of \$25,978.93), since the coders are defective, don't work properly and are leaking ink all over. If we were to try to sell the defective coders to another party, we would receive substantially less monies. The defective MapleJet coders only

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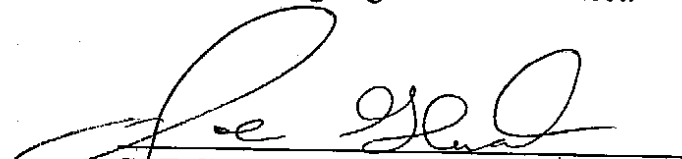
<sup>1</sup> The factual statements contained in this certification are based on my personal knowledge, information supplied to me by others under my supervision, my review of relevant documents, and my experience and knowledge of the Debtor's business.

have substantial value to PrintJet since it will receive nearly \$16,000 if it returns the defective coders to MapleJet for a refund, which I am told is being held in escrow by MapleJet's attorneys.

4. The proposed sales are arm-length, for fair value and the Debtor and its members do not have any interest in the purchasers or the offers being made.

5. Furthermore, the prospective sales represent the Debtor's sound and reasonable business judgment in an effort to dispose of surplus packaging and equipment not needed in the Debtor's business operations. I have, through my efforts, provided notice of the proposed sales to other parties in an effort to maximize the sale prices.

I herby certify under penalty of perjury that the foregoing is true and correct.



JOE GLUSAK

Dated: September 3, 2013